policy of life insurance does not insure against legal execution for crime, even though the insured was in fact innocent.

Any contract which insures against the results of criminal conduct is against public policy and void. *Amicable Soc. v. Bolland,* 4 Bligh N. S. 194. And for the same reason, where criminal conduct causes death, a policy is avoided even in absence of express provision to that effect. There is an implied obligation on the part of insured to do nothing wrongfully to accelerate the maturity of policy. So where insured's death was caused by an illegal operation assented to by her, *Hatch v. Mutual Ins. Co.,* 120 Mass. 550, and where one, while sane, committed suicide, *Supreme Commandery v. Ainsworth,* 71 Ala. 436; *Ritter v. Mutual Ins. Co.,* 169 U. S. 139, the policies were avoided. But *contra,* where insured was killed while committing a felony. *McDonald v. Triple Alliance,* 57 Mo. App. 87. Upon analogy, it is here held for the first time, that there can be no legal insurance against miscarriage of justice. Such contracts are against public policy because they are of a wagering nature, and tend to encourage litigation.

INSURANCE—AGREEMENT TO ARBITRATE LOSS—VALIDITY.—HARTFORD FIRE INS. CO. V. HON ET AL., 92 N. W. 746 (NEB.).—*Held,* an agreement in an insurance policy to arbitrate the loss is against public policy and void.

Since the decision of *Scott v. Avery,* 5 H. L. Cas. 811 (1856), agreements in policies to arbitrate the loss, as distinguished from agreements to arbitrate all matters concerning which controversy might arise, have been held valid by the great weight of authority. *Hamilton v. Liverpool, etc., Ins. Co.,* 136 U. S. 242; *Viney v. Bignold,* 20 Q. B. D. 172. But the Nebraska court held otherwise in *Ins. Co. v. Etherton,* 25 Neb. 505, and subsequent cases; and in the present case emphatically reasserts its position.

MUNICIPAL CORPORATIONS—GARNISHMENT—NECESSARY PUBLIC WORK.—PRINGLE V. GUILD ET AL., 118 FED. 655.—*Held,* that a municipality could not be garnisheed to reach money owed by it on a contract for necessary public work and due during the construction.

The statutes generally provide that corporations may be garnisheed, but as to whether public corporations are included, there is great conflict. Some States hold that they are. *Bray v. Wallingford* 20 Conn. 416; *Newark v. Funk,* 150 Ohio St. 462. But the weight of authority is that public corporations are exempt. *Merwin v. Chicago,* 45 Ill. 133; *Erie v. Knapp,* 29 Pa. St. 173.

NEGOTIABLE INSTRUMENTS—EXCHANGE.—KASLACK V. WOLF ET AL., 92 N. W. 514 (NEB.).—*Held,* that the negotiability of a promissory note is not destroyed by an agreement to pay with exchange on a point other than that at which the note is made payable.

The theory upon which this decision rests is that an agreement to pay exchange is merely incidental and does not affect the negotiability of the note. *Smith v. Kendall,* 9 Mich. 241; *Clark v. Skeen,* 61 Kan. 526. A stronger line of decisions declares that agreement to pay exchange renders the sum payable uncertain and therefore destroys negotiability. *Windsor Savings Bank v. MacMahon,* 38 Fed. 283; *Hughett v. Johnson,* 28 Fed. 865.